

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM682104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NRT Rental Management Solutions LLC		10/19/2021	Limited Liability Company: DELAWARE
Birch Management, LLC		10/19/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC		
Street Address:	1271 Avenue of the Americas, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5085906	PROPERTY FRAMEWORKS	
Registration Number:	4947591	PROPERTY FRAMEWORKS	
Registration Number:	4947198	PROPERTY FRAMEWORKS	
Registration Number:	4311943	BIRCH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1501082		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/John Kline/		

OP \$115.00 5085906

DATE SIGNED:	10/19/2021
Total Attachments: 5 source=WhiteHorse_HRG - Trademark Security Agreement [Executed](158565931_1)#page1.tif source=WhiteHorse_HRG - Trademark Security Agreement [Executed](158565931_1)#page2.tif source=WhiteHorse_HRG - Trademark Security Agreement [Executed](158565931_1)#page3.tif source=WhiteHorse_HRG - Trademark Security Agreement [Executed](158565931_1)#page4.tif source=WhiteHorse_HRG - Trademark Security Agreement [Executed](158565931_1)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is made as of October 19, 2021 (the “Effective Date”) between each of the signatories hereto (collectively, the “Grantors”) in favor of **WHITEHORSE CAPITAL MANAGEMENT, LLC**, as administrative agent for the Secured Parties (in such capacity, the “Administrative Agent”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of October 19, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “Intellectual Property Collateral”):

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or perfection of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing,

including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

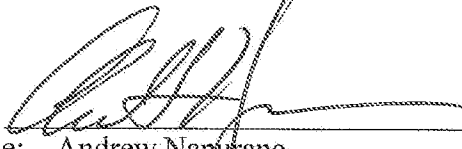
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IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**NRT RENTAL MANAGEMENT SOLUTIONS
LLC**, as a Grantor


By: 
Name: Andrew Napurano
Title: Chief Operating Officer

BIRCH MANAGEMENT, LLC, as a Grantor

By: 
Name: Andrew Napurano
Title: Chief Operating Officer

**WHITEHORSE CAPITAL MANAGEMENT,
LLC, as Administrative Agent**

By: _____





Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

Grantor	Trademark	Ser. No. / Filing Date	Reg. No. / Issue Date
NRT Rental Management Solutions LLC	PROPERTY FRAMEWORKS Design 	86961300 Apr. 01, 2016	5085906 Nov. 22, 2016
NRT Rental Management Solutions LLC	PROPERTY FRAMEWORKS Design 	86531391 Feb. 11, 2015	4947591 Apr. 26, 2016
NRT Rental Management Solutions LLC	PROPERTY FRAMEWORKS	86455833 Nov. 17, 2014	4947198 Apr. 26, 2016
Birch Management, LLC	BIRCH	85589818 Apr. 05, 2012	4311943 Apr. 02, 2013